

09-05-2003

9.2.03

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇨ ⇨ ⇨



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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Wells Fargo Bank, National Association

☐

Individual(s)

☐

Association

☐

General Partnership

☐

Limited Partnership

☒

Corporation-State

☐

Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

☐

Assignment

☐

Merger

☐

Security Agreement

☐

Change of Name

☒

Other Termination and Release of Security

Execution Date: 08/11/03

## 2. Name and address of receiving party(ies)

Name: Belkin Corporation

Internal

Address:

Street Address: 501 West Walnut Street

City: Compton State: CA Zip: 90220-5221

☐

Individual(s) citizenship

☐

Association

☐

General Partnership

☐

Limited Partnership

☒

Corporation-State Delaware

☐

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See Schedule A  
attached hereto.B. Trademark Registration No.(s) See Schedule A  
attached hereto.Additional number(s) attached ☒ Yes ☐ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Orrick Herrington &amp; Sutcliffe LLP

Internal Address: Att: Kathryn Villalobos

Street Address: 777 S. Figueroa St., Suite 320

City: Los Angeles State: CA Zip: 90017

## 6. Total number of applications and registrations involved:

12

## 7. Total fee (37 CFR 3.41):

315<sup>00</sup>☒

Enclosed

☐

Authorized to be charged to deposit account

## 8. Deposit account number:

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## 9. Signature.

KATHRYN VILLALOBOS, Paralegal

Name of Person Signing

Signature

08/21/03

Date

Total number of pages including cover sheet, attachments, and document:

6

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

09/03/2003 6TOM11 00000011 76142700

01 FC:8521  
02 FC:852240.00 OP  
275.00 OPTRADEMARK  
REEL: 002816 FRAME: 0922

# SCHEDULE A

## U.S. Trademarks (registered)

Mark	Application No.	Registration No.	Registration Date
QUARTZ in Class 16	76/142,700	2,705,155	4/8/03
QUARTZ in Class 35	76/142,701	2,705,156	4/8/03
QUARTZ SPORTS in Class 16	76/142,703	2,705,157	4/8/03
QUARTZ SPORTS in Class 35	76/142,704	2,705,158	4/8/03

## U.S. Trademarks (pending)

Mark	Application No.	Filing Date
QUARTZ in Class 18	76/239,629	4/11/01
QUARTZ in Class 24	76/239,628	4/11/01
QUARTZ in Class 25	76/239,627	4/11/01
QUARTZ in Class 28	76/239,626	4/11/01
QUARTZ SPORTS in Class 18	76/242,483	4/11/01
QUARTZ SPORTS in Class 24	76/242,484	4/11/01
QUARTZ SPORTS in Class 25	76/242,485	4/11/01
QUARTZ SPORTS in Class 28	76/242,486	4/11/01

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

TERMINATION AND RELEASE, dated as of August 11, 2003, from WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent under that certain Security Agreement (Intellectual Property), dated as of September 12, 2002, between Belkin Corporation and the Administrative Agent (the "Security Agreement") to BELKIN CORPORATION, a Delaware limited liability company (the "Pledgor").

WITNESSETH:

WHEREAS, a security interest (the "Security Interest") in certain Collateral (as hereinafter defined) was granted to Wells Fargo Bank, National Association in its capacity as Administrative Agent under the Security Agreement, which Security Interest was recorded in the Trademark Division of the United States Patent & Trademark Office; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby agrees as follows:

1. Collateral: The term "Collateral" as used herein, shall mean all of the Pledgor's right, title and interest of every kind and nature in and to the United States trademarks and service marks set forth on Schedule A attached hereto and (i) all registrations, applications, recordings and common-law rights relating thereto; (ii) all renewals thereof; (iii) all income, license royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present and/or future infringements thereof; (iv) the right to sue for past, present and future infringements thereof; (v) all rights corresponding thereto throughout the world; and (vi) the goodwill of Pledgor's business connected with and symbolized by the foregoing.

2. Release: The Administrative Agent hereby terminates and releases in its entirety the Security Interest in the Collateral.

3. Recordation: The Administrative Agent hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record this release of the Security Interest in the Collateral.

4. Further Assurance: The Administrative Agent hereby agrees to, at the sole expense of the Pledgor, duly execute, acknowledge, procure and deliver any further documents, including, but not limited to, those documents necessary under Article 9 of the Uniform Commercial Code or other applicable law, and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

NY01DOCS329366.1

5. Modification: This Termination and Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Administrative Agent

By: Thomas Sigurdson  
Name: Thomas Sigurdson  
Title: Vice President

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

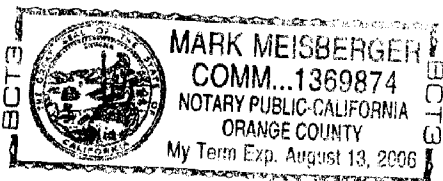
STATE OF CALIFORNIA )

COUNTY OF ORANGE ) ss.

On AUG 11, 2003, before me, MARK MEISBERGER Notary Public,  
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared THOMAS SIGURDSON,  
Name of Signer(s)

" personally known to me - OR - " proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]  
Signature of Notary Public

## OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

### CAPACITY(IES) CLAIMED BY SIGNER(S)

- " Individual
- " Corporate Officer  
Vice President  
Title(s)
- " Partner(s)                      " Limited
- " General
- " Attorney-In-Fact
- " Trustee(s)
- " Guardian/Conservator
- " Other: \_\_\_\_\_

### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

Signer is Representing:  
Name of Person(s) or Entity(ies)

\_\_\_\_\_  
Signer(s) Other Than Named Above

# SCHEDULE A

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